



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530

FAX: (603) 230-3656

[www.concordnh.gov](http://www.concordnh.gov)

June 1, 2010

### ADDENDUM NUMBER TWO

B42-10

### CRESCENT STREET RECONSTRUCTION PROJECT

TO ALL FIRMS OF RECORD: This addendum forms a part of and modifies the bidding and contract documents and technical specifications for the project named above. The following changes, additions and clarifications are made to the original Contract Documents:

- Invitation to Bid has been reissued with the following changes:
  1. Retainage amounts and terms have been revised on page three.
- Bid Form has been reissued with the following changes:
  1. Item 203.2 quantity has been reduced from 80 CY to 50 CY.
  2. Item 206.2 Rock Structure Excavation has been added with a quantity of 30 CY.
  3. Item 612.31 has been revised to a 4' SMH – not a 4" SMH.
  4. The time of completion (page twenty-nine) has been revised from (15) fifteen days for completion to (60) sixty days for substantial completion and (75) seventy-five days for final completion to match the time allowed in the rest of the bid documents.
- Progress Payments and Retainage section (page twelve) of the General Terms and Conditions has been reissued with the following changes:
  1. Retainage amounts and terms have been revised.
- Bid submittal package as well as the above items has been reissued in green to facilitate the bidding process.
- Sign-in Sheet from the Mandatory Pre-Bid Meeting held on May 28, 2010 at 11:00 am is enclosed for your review and records.

PLEASE BE ADVISED THAT THE CONTRACTOR MUST ACKNOWLEDGE RECEIPT OF ADDENDUM TWO ON THE BID SHEET SIGNATURE PAGE (PAGE 29).

CITY OF CONCORD, NEW HAMPSHIRE

DOUGLAS B. ROSS

PURCHASING MANAGER



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET, CONCORD, NH 03301

603-225-8530 FAX: 603-230-3656

[www.concordnh.gov](http://www.concordnh.gov)

### INVITATION FOR BIDS

The Purchasing Division, located at the Combined Operations & Maintenance Facility, 311 North State Street, Concord, New Hampshire 03301, will receive sealed Bids for Crescent Street Reconstruction Project until 2:00 PM on Friday, June 11, 2010 at which time and place they will be opened and publicly read. The sealed envelope should be plainly marked:

#### **B42-10, Crescent Street Reconstruction Project**

Bids may be issued only by the Purchasing Manager to authorized firms and are not transferable unless authorized by the Purchasing Manager.

Plans and specifications, available on May 10, 2010, may be purchased from the Purchasing Division, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603) 225-8530 for a non-refundable fee of \$60.00 per set. An additional non-refundable fee of \$20 per set must be paid if the plans and specifications are to be mailed.

A **mandatory** pre-bid informational meeting will be held at 11:00 AM on Friday, May 28, 2010 at the City of Concord, Council Chambers, 2<sup>nd</sup> Floor, 38 Green Street, Concord, NH 03301.

Each bid shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank, or bid bond for and subject to conditions provided in the Instruction to Bidders. The amount of such bid deposit shall be ten percent (10%) of the total bid, made payable to the City of Concord, New Hampshire.

The successful bidder will be required to furnish a Performance bond and a separate Payment Bond, each in the amount of one hundred percent (100%) of the contract price.

**Progress Payments:** On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

## RETAINAGE:

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one/two year warranty period and released only after the City has accepted the project.

Liquidated damages shall be required in the event that the project completion is unnecessarily delayed beyond the contract completion date. The liquidated damages requirements are further detailed in B42-10 General Terms and Conditions.

The City of Concord reserves the right to reject any or all bids or any part thereof, to waive any formality, informality, information and/or errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Bid Submission Checklist and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.**

**PROGRESS PAYMENTS AND RETAINAGE:**

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

**RETAINAGE:**

Retainage: The City shall retain a portion of the progress payments, each month, in accordance with the following procedures:

1. Until work is 50% complete, as determined by the City, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage shall be deposited in a non-interest bearing account established by the City.
2. After the work is 50% complete, and provided the Contractor has satisfied the City in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount shall be withheld.
3. Upon substantial completion, the amount of retainage shall be reduced to 2% of the total contract price plus an additional retainage based on the City's estimate of the fair value of the punch list items and the cost of completing and/or correcting such items of work, with specified amounts for each incomplete or defective item of work. As these items are completed or corrected, they shall be paid out of the retainage until the entire project is declared completed. The final 2% retainage shall be held, in the non-interest bearing account, during the one/two year warranty period and released only after the City has accepted the project.

**PAYMENT:**

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

**TAX:**

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

**FUNDING OUT:**

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

CITY OF CONCORD  
PURCHASING DIVISION  
MANDATORY PRE-BID SIGN-IN SHEET  
CRESCENT STREET RECONSTRUCTION PROJECT  
BID NO. B42-10 DATE: 5/28/10 TIME: 11:00 AM

ATTENDEES

PRINTED NAME	COMPANY NAME (Representing)	TELEPHONE #	FAX # (Including area code)	E-MAIL
1. Josh Gordon	Gordon Const.	224-1495	224-3858	bythex@comcast.net
Mailing Address: 511 South St. Bow NH 03304				
2. Alan Pelletier	Severino Trucking	483-2133	483-2998	estimating@severinotrucking.com
Mailing Address: PO Box 202 Candia, NH 03034				
3. Jerry Maher	Continental Paving Inc	437-5387	603-437-5387	jmaher@continentalpaving.com
Mailing Address: One Continental Drive, Londonderry NH 03053				
4. Julie Dunlap	E.L. Merrill Construction	228-5558	228-5559	bob@merrill.com
Mailing Address: 619 Sand Road Pembroke NH 03275				
5. Matt Walsh	CITY OF CONCORD	603-225-8570	603-225-8558	mwalshe@concordnh.gov
Mailing Address: 41 GREEN ST, CONCORD NH 03301				
6. David Wheeler	E.J. Prescott Inc			
Mailing Address: 210 SWEETMAN'S RD. Concord				
7. Mike Henderson	C.S.I.			
Mailing Address: 513 Donald St. Bedford NH 03110 603-518-5124				

# ATTENDEES

PRINTED NAME	COMPANY NAME (Representing)	TELEPHONE #	FAX #	E-MAIL
8. South C. Walden	Green & Reed Inc	224 4114	224 6114	
Mailing Address: P.O. Box 947 Concord NH 03302				
9. Martha Dukken	Lebel & Dorcas	225 8520		
Mailing Address: Green St Concord				
10. STEVE GODDARD	HOYLE TANNER	609-5555		SGODDARD@HOYLETANNER.COM
Mailing Address: 150 Dow St. - MANCHESTER, NH 03101				
11. Jack Lyman	John H Lyman's Sons	524 4314	527 0897	Jack@lymanandsons.com
Mailing Address: 310 Hoyt Rd Gilford NH 03249				
12. J. Parker's Daughters	Candi Starkman	435-6750	435-7620	parkerj@emnetwest.net
Mailing Address: 70 Daroska Rd Pittsfield NH 03263				
13. Nancy Bartlett	NorthEast Earth Mechanics, Inc.	435-7989	435-7450	jimmy@nearth.com
Mailing Address: 159 Barnstead Rd, Pittsfield NH 03263				
14. MICHAEL BROWN	CITY OF Concord	603-783-1927		mbrown@concord.com
Mailing Address:				
15. R.M. Piper Inc	Dick Piper	603-536-4154	536-3429	RMP@RMP-PIPER.COM
Mailing Address: 141 Smith Bridge Rd RYMONTH, NH 03264-0490				
16. Weaver Bros. Const. Co., Inc.		(603) 228-8631	(603) 228-5375	bgood@wbcc.biz
Mailing Address: P.O. Box 1326 Concord, NH 03302				

# ATTENDEES

PRINTED NAME	COMPANY NAME (Representing)	TELEPHONE # (Including area code)	FAX #	E-MAIL
17. <u>Boyle LLC</u>				
Mailing Address: <u>32 Maple St. SANDOZ INC, NH</u>				
18. <u>BUD FINNEMORE</u>	<u>JAMCO EXCAVATORS</u>	<u>603.394.7664</u>	<u>603.394.7341</u>	
Mailing Address: <u>84 EXETER ROAD, S. HAMPTON, NH 03827</u> <u>BUD.JAMCOEXCC</u> <u>MYFAIRPOINT.NET</u>				
19. <u>Dan Ross</u>	<u>CITY OF CONCORD - PURCHASING</u>	<u>(603) 230-3664</u>	<u>(603) 230-3656</u>	<u>dross@concordnh.gov</u>
Mailing Address: <u>311 NORTH STATE STREET, CONCORD, NH 03301</u>				
20. _____				
Mailing Address: _____				
21. _____				
Mailing Address: _____				
22. _____				
Mailing Address: _____				
23. _____				
Mailing Address: _____				
24. _____				
Mailing Address: _____				
25. _____				
Mailing Address: _____				

B42-10  
Crescent Street Reconstruction Project  
Concord, NH

**BID SUBMISSION CHECKLIST**

In order to be considered responsive, each prospective Contractor must submit the following documents, in one (1) original as part of his/her bid:

1. Bid Form
2. Itemized Bid Sheets
3. 10% Bid Bond
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. Qualifications Statement

The successful contractor must submit, prior to contract signing, the following documentation:

1. 100% Payment Bond
2. 100% Performance Bond
3. Insurance Certificate (Naming the City of Concord and Hoyle, Tanner & Associates, Inc. as **Additional Insured**) that meets the minimum requirements for types and levels of coverage.



B42-10  
Crescent Street Reconstruction Project  
Concord, NH

**BID FORM**

Project Name: B42-10, Crescent Street Reconstruction Project

Description of Work to be Performed: Refer to **CONTRACT DOCUMENTS**

SEND TO: Douglas B. Ross, Purchasing Manager  
Purchasing Division, Combined Operations & Maintenance Facility  
City of Concord  
311 North State Street  
Concord, NH 03301

**ITEMIZED BID LIST**

<i>BID ITEM NO.</i>	<i>EST. QTY.</i>	<i>UNITS</i>	<i>BID ITEM DESCRIPTION AND UNIT PRICE (IN WORDS)</i>	<i>UNIT PRICE IN FIGURES (DOLLARS AND CENTS)</i>	<i>BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)</i>
201.02	.15	AC	GRUBBING (F) _____ DOLLARS AND _____ CENTS		
202.31	5	CY	FILL ABANDONED PIPE _____ DOLLARS AND _____ CENTS		
202.41	25	LF	REMOVAL OF EXISTING PIPE 0-24" DIAMETER _____ DOLLARS AND _____ CENTS		
202.5	3	EA	REMOVAL OF CATCH BASINS, DROP INLETS, AND MANHOLES _____ DOLLARS AND _____ CENTS		
202.6	1150	LF	CURB REMOVAL FOR STORAGE _____ DOLLARS AND _____ CENTS		
203.1	1200	CY	COMMON EXCAVATION _____ DOLLARS AND _____ CENTS		
203.2	50	CY	ROCK EXCAVATION _____ DOLLARS AND _____ CENTS		
203.6	300	CY	EMBANKMENT IN PLACE (F) _____ DOLLARS AND _____ CENTS		

B42-10  
Crescent Street Reconstruction Project  
Concord, NH

BID ITEM NO.	EST. QTY.	UNITS	BID ITEM DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
206.2	30	CY	ROCK STRUCTURE EXCAVATION _____ DOLLARS AND _____ CENTS		
304.2	225	CY	GRAVEL (F) _____ DOLLARS AND _____ CENTS		
304.35	35	CY	CRUSHED GRAVEL FOR DRIVES _____ DOLLARS AND _____ CENTS		
306.110	3000	SY	RECLAIMED STABILIZED BASE PROCESSED IN PLACE, 10" DEEP (F) _____ DOLLARS AND _____ CENTS		
306.210	2000	SY	RECLAIMED STABILIZED BASE REMOVED AND REHANDLED, 10" DEEP (F) _____ DOLLARS AND _____ CENTS		
306.32	35	TON	ASPHALT FOR RECLAIMED STABILIZED BASE _____ DOLLARS AND _____ CENTS		
306.36	400	TON	STONE FOR RECLAIMED STABILIZED BASE _____ DOLLARS AND _____ CENTS		
403.11	1300	TON	HOT BITUMINOUS PAVEMENT, MACHINE METHOD _____ DOLLARS AND _____ CENTS		
403.12	45	TON	HOT BITUMINOUS PAVEMENT, HAND METHOD _____ DOLLARS AND _____ CENTS		
417	280	SY	COLD PLANING BITUMINOUS SURFACES _____ DOLLARS AND _____ CENTS		
520.1	1	CY	CONCRETE CLASS A _____ DOLLARS AND _____ CENTS		
543.3	10	GAL	WATER REPELLENT (SILANE-SILOXANE) _____ DOLLARS AND _____ CENTS		

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Concord, NH

BID ITEM NO.	EST. QTY.	UNITS	BID ITEM DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
544.1	11	LB	REINFORCING STEEL (ROADWAY) _____ DOLLARS AND _____ CENTS		
585.3	2	CY	STONE FILL, CLASS C _____ DOLLARS AND _____ CENTS		
593.411	12	SY	GEOTEXTILE, PERMANENT EROSION CONTROL, CLASS 1, NON-WOVEN _____ DOLLARS AND _____ CENTS		
603.00212	230	LF	12" RCP PIPE, 2000D _____ DOLLARS AND _____ CENTS		
604.12	6	U	CATCH BASINS TYPE B _____ DOLLARS AND _____ CENTS		
604.32	1	U	DRAINAGE MANHOLES _____ DOLLARS AND _____ CENTS		
604.4	7	LF	RECONSTRUCTING/ADJUSTING CATCH BASIN & DROP INLET _____ DOLLARS AND _____ CENTS		
608.13	1050	SY	3" BITUMINOUS SIDEWALK (F) _____ DOLLARS AND _____ CENTS		
608.26	115	SY	6" CONCRETE SIDEWALK (F) _____ DOLLARS AND _____ CENTS		
608.54	8	SY	DETECTABLE WARNING DEVICES, CAST IRON _____ DOLLARS AND _____ CENTS		
609.01	1850	LF	STRAIGHT GRANITE CURB _____ DOLLARS AND _____ CENTS		
609.02	300	LF	CURVED GRANITE CURB _____ DOLLARS AND _____ CENTS		

B42-10  
Crescent Street Reconstruction Project  
Concord, NH

BID ITEM NO.	EST. QTY.	UNITS	BID ITEM DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
609.5	100	LF	RESET GRANITE CURB _____ DOLLARS AND _____ CENTS		
612.31	4.6	VF	4' DIAMETER SEWER MANHOLE _____ DOLLARS AND _____ CENTS		
612.63506	100	LF	6" SDR 35 PVC SEWER PIPE _____ DOLLARS AND _____ CENTS		
615.03	35.25	SF	TRAFFIC SIGN TYPE C (F) _____ DOLLARS AND _____ CENTS		
615.034	3	U	RELOCATING TRAFFIC SIGN TYPE C _____ DOLLARS AND _____ CENTS		
618.61	\$\$	ALLOW	UNIFORMED OFFICERS WITH VEHICLE Seven Thousand, Two Hundred _____ DOLLARS AND Zero _____ CENTS	\$7,200.00	\$7,200.00
618.7	200	HR	FLAGGERS _____ DOLLARS AND _____ CENTS		
619.1	1	U	MAINTENANCE OF TRAFFIC _____ DOLLARS AND _____ CENTS		
622.1	1	EA	STEEL WITNESS MARKERS _____ DOLLARS AND _____ CENTS		
622.53	3	EA	REMOVE AND STORE BOUNDS _____ DOLLARS AND _____ CENTS		
628.2	360	LF	SAWED BITUMINOUS PAVEMENT _____ DOLLARS AND _____ CENTS		
632.0106	10000	LF	RETROREFLECT. PAINT PAVE. MARKING, 6" LINE _____ DOLLARS AND _____ CENTS		

B42-10  
Crescent Street Reconstruction Project  
Concord, NH

BID ITEM NO.	EST. QTY.	UNITS	BID ITEM DESCRIPTION AND UNIT PRICE (IN WORDS)	UNIT PRICE IN FIGURES (DOLLARS AND CENTS)	BID ITEM TOTAL IN FIGURES (DOLLARS AND CENTS)
632.3118	400	LF	RETROREFLECT. THERMOPLAS. PAVE, MARKING, 18" LINE _____ DOLLARS AND _____ CENTS		
641	430	CY	LOAM _____ DOLLARS AND _____ CENTS		
645.51	20	EA	HAY BALES FOR TEMPORARY EROSION CONTROL _____ DOLLARS AND _____ CENTS		
645.531	600	LF	SILT FENCE _____ DOLLARS AND _____ CENTS		
645.7	1	U	STORM WATER POLLUTION PREVENTION PLAN _____ DOLLARS AND _____ CENTS		
645.71	40	HR	MONITORING SWPPP AND EROSION AND SEDIMENT CONTROLS _____ DOLLARS AND _____ CENTS		
646.3	.8	A	TURF ESTABLISHMENT WITH MULCH AND TACKIFIERS _____ DOLLARS AND _____ CENTS		
692	1	U	MOBILIZATION _____ DOLLARS AND _____ CENTS		
1008.1	\$\$	ALLOW	ALTERATIONS & ADDITIONS – PILE, STORE & COVER HAZARDOUS MATERIALS Five Thousand _____ DOLLARS AND Zero _____ CENTS	\$5,000.00	\$5,000.00
TOTAL AMOUNT OF BID			_____ DOLLARS AND _____ CENTS		



B42-10  
Crescent Street Reconstruction Project  
Concord, NH

PROMPT PAY DISCOUNT PERCENTAGE: \_\_\_\_\_

PLEASE FILL OUT, SIGN AND RETURN TO:

Douglas B. Ross, Purchasing Manager  
Purchasing Division, Combined Operations & Maintenance Facility  
City of Concord  
311 North State Street  
Concord, NH 03301  
603-225-8530  
603-230-3656 (Fax)  
[dross@concord.com](mailto:dross@concord.com)

**Bid Due Date/Time: 2:00 PM on Friday, June 11, 2010**

Alternate Form  
**W-9**  
(rev 5/06)

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

<b>Part I</b>	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>		Exempt from backup withholding <input type="checkbox"/>
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301
	City, state, and ZIP code		
	List account number(s) here (optional)		

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –		Employer identification number –
<b>Part II</b>	Certification	

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	Signature of U.S. Person	Date:
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B42-10  
Crescent Street Reconstruction Project  
Concord, NH

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**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND  
IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY**\_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER**\_\_\_\_\_

**AUTHORIZED SIGNATURE**\_\_\_\_\_

**ADDRESS**\_\_\_\_\_

**TELEPHONE**\_\_\_\_\_

**TOLL-FREE NUMBER**\_\_\_\_\_

**FAX NUMBER**\_\_\_\_\_

**E-MAIL ADDRESS**\_\_\_\_\_

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

## QUALIFICATIONS STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom?  
State his/her name, title, and their special qualifications:

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2. Describe equipment you propose to furnish. (a) your own; (b) rented:

a. 

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b. 

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3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

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4. Has your present organization ever failed to complete any work awarded to it?

If so, state when, where and why: 

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Provide three (3) references (to include name, address, telephone number and point of contact) for contracts that you currently have or have completed with a scope of work similar to that detailed by B42-10:

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B42-10  
Crescent Street Reconstruction Project  
Concord, NH



**Finance Department**

**Purchasing Division**

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 North State Street, Concord, NH 03301

(603)225-8530: FAX(603)230-3656

[www.concordnh.gov](http://www.concordnh.gov)

Reference: B42-10

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank you.

\* \* \* \* No Bid Questionnaire \* \* \* \*

A no bid is submitted in reply to the City of Concord Invitation for Bids (B42-10) for the following reasons:

- \_\_\_\_\_ Item not supplied by our company.
- \_\_\_\_\_ Bid specification (give reason(s), e.g., too restricted, not clear, etc.):
- \_\_\_\_\_ Profit margin on municipal bids too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, bid process, administrative problems, etc)
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to bid request.
- \_\_\_\_\_ Bid requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.
- \_\_\_\_\_ Other reason(s), please specify: \_\_\_\_\_

.....  
Company Name and Address: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)

B42-10  
Crescent Street Reconstruction Project  
Concord, NH

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto The City of Concord, New Hampshire as OWNER in the penal sum of: \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Concord, New Hampshire a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for the **B42-10, Crescent Street Reconstruction Project**.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (Properly completed in accordance with said BID) and shall furnish a BOND for their faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper offices, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire.